

File R/W: Los Osos Wastewater Project
Parcel No. 067-031-008 and -011
Owner: Andre, et al.

REAL PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between Donald L. Andre and Toni J. Andre, Trustees of the Donald and Toni Andre Family Trust under Agreement dated April 24, 2000, as to an undivided 50% interest, as to Assessor's Parcel Number (APN) 067-031-008; and David P. Andre and Donna L. Andre, Trustees of the David and Donna Andre Family Trust under Agreement dated October 15, 1999, as to an undivided 50% interest, as tenants in common, as to APN 067-031-008; and Donald L. Andre, a married man as his sole and separate property as to an undivided 50% interest, as to APN 067-031-011; and David P. Andre, a married man as his sole and separate property as to an undivided 50% interest, as to APN 067-031-011, hereinafter collectively referred to as "GRANTOR" and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

In consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed as follows:

I. An instrument in the form of the attached Grant Deed (hereinafter "Deed") covering the property particularly described therein (hereinafter, the "Subject Property") has been executed by GRANTOR concurrently with this Agreement and delivered to COUNTY representatives. Said Deed conveys fee simple absolute title to the COUNTY and shall be recorded only in accordance with the terms and conditions of this Agreement. "Subject Property" shall include the mobilehome referenced herein.

II. The parties have herein set forth the whole of their agreement in conjunction with the execution, delivery, and recording of the Deed. The performance of this Agreement constitutes the entire consideration for the Deed and transfer of the mobilehome referenced herein and shall relieve the COUNTY of all further obligation or claims relating to the conveyance of the Subject Property, transfer of the mobilehome, and any relocation benefits that may pertain.

III. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted as diminishing or limiting in any way the nature, scope or extent of the COUNTY's fee simple absolute property rights conveyed by the Deed.

IV. SALE CONTINGENCIES

TESTING, INSPECTION, ENTRY ON PREMISES, AND RESPONSIBILITY FOR CONDITION OF PREMISES – GRANTOR grants to COUNTY, and its authorized agents, employees, and contractors permission to enter upon the Subject Property at all

reasonable times prior to close of escrow for the purpose of making inspections, tests, borings, samplings, and other such investigations as COUNTY shall deem reasonable to determine the physical condition of the Subject Property, including, but not limited to, the existence of contamination of the Subject Property by "hazardous materials", the geophysical condition of the Subject Property, the biological condition of the Subject Property relative to environmental mitigation issues, and the existence of any archeological resources. Should COUNTY discover any physical condition of the Subject Property which COUNTY deems unacceptable, COUNTY may terminate this Agreement and cancel the escrow, by giving written notice to GRANTOR and escrow holder, on or before one hundred and eighty days from execution by COUNTY of this Agreement. Upon receipt of written notice of COUNTY's intent to terminate this Agreement, escrow holder shall return any money and documents deposited in escrow to the party originally making such deposit, and neither party shall have any further obligation to the other under this Agreement. COUNTY's failure to give written notice of non-acceptance of the condition of the Subject Property per the provisions of this paragraph shall be deemed COUNTY's acceptance of all such conditions of the Subject Property as COUNTY could have discovered by reasonable inspection, testing, boring, sampling, and other investigations of the Subject Property. In lieu of termination, COUNTY and GRANTOR may negotiate an adjustment to the purchase price based upon the corrective and remedial costs identified through COUNTY's inspection and testing processes. Such adjusted purchase price shall be documented and agreed to through an escrow amendment approved in writing by the parties. The purchase price reflected in Paragraph V of this Agreement reflects the fair market value of the Subject Property without the presence of hazardous substances.

As used in this Agreement, the term "hazardous materials" means all flammable, explosive, noxious, toxic, or otherwise dangerous materials, wastes, products, or substances, the handling, use, discharge, or release of which is regulated or the contamination by which is prohibited by any federal, state, or local statute, ordinance, rule, or regulation, including, but not limited to, those substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; The Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; The Resource Conservation & Recovery Act, 42 U.S.C. Section 6901, et seq.; and also including those substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and those chemicals to which reference is made in the Safe Drinking Water and Toxic Enforcement Act of 1986, Section 25249.5, et seq. of the California Health and Safety Code.

GRANTOR represents and warrants that to the best of its knowledge, during GRANTOR's ownership of the Subject Property, there have been no disposals, releases, or threatened releases of hazardous substances on, from, or under the Subject Property. GRANTOR further represents and warrants that it has no knowledge of

disposal, release, or threatened release of hazardous substances on, from, or under the Subject Property which may have occurred prior to GRANTOR taking title to the Subject Property. These representations shall survive the close of escrow, and shall accrue for the benefit of COUNTY and its successors and assigns.

V. COUNTY RIGHTS AND OBLIGATIONS

A. PAYMENT – The COUNTY shall pay to the order of the GRANTOR the sum of **SEVEN HUNDRED TWENTY FIVE THOUSAND DOLLARS** (\$725,000). Said sum shall be paid upon the close of escrow, which shall occur when the referenced Deed and title to the below-referenced mobilehome is conveyed to the COUNTY free and clear of all liens, encumbrances, assessments, easements, leases (recorded or unrecorded), and all taxes, except:

- (1) Recorded easements or rights of way over said land for public right of way or public utility purposes, if any.
- (2) Other items as may be approved by COUNTY in writing prior to the close of escrow.

Said sum includes payment for the 1990 mobilehome, said vehicle manufactured by Baywood, decal number LAP3074 (hereinafter “Mobilehome”), free and clear of all liens, encumbrances, taxes, assessments and leases.

B. RECORDATION OF INSTRUMENT – The COUNTY shall accept the Deed herein referenced and cause the same to be recorded in the office of the San Luis Obispo County Recorder at such time as when title acceptable to COUNTY can be conveyed.

C. CERTIFICATE OF OWNERSHIP – At the time of execution of this agreement, the GRANTORS shall deliver to the COUNTY the Certificate of Ownership to the above-described Mobilehome. In the event said Certificate of Ownership and/or other documents required to effect transfer of title to said Mobilehome is not available, COUNTY may act as GRANTOR’s Attorney in Fact to secure said Certificate and/or other documents on seller(s)’ behalf.

D. MISCELLANEOUS COSTS – The COUNTY shall pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.

The COUNTY shall pay all fees and charges required by the State Department of Housing and Community Development in connection with the transfer of title to the Mobilehome to the COUNTY, except as provided in Clause V.E. of this agreement.

E. CLEARANCE OF BONDS, ASSESSMENTS, OR TAXES – The COUNTY shall have the authority to deduct and pay from the amount shown in Paragraph V.A.

above, any amount necessary to satisfy any taxes prorated to close of escrow together with penalties and interest thereon, and/or assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this Agreement.

The COUNTY shall have the authority to deduct from the amount shown in Clause V.A. above, any amount necessary to satisfy any liens, encumbrances, assessments, taxes, delinquent registration fees, delinquent license fees on the Mobilehome or other property described herein and to be acquired by COUNTY.

F. CLEARANCE OF LIENHOLDER'S INTEREST IN MOBILEHOME - Any and all amounts payable under this Agreement up to and including the total amount of unpaid principal, interest, and unpaid charges due the lienholders named in the Bill of Sale for the Mobilehome, shall be made payable to the person or persons entitled thereto and chargeable to GRANTOR herein. The lienholders shall furnish GRANTOR with good and sufficient receipt showing said monies credited against said indebtedness.

G. MISCELLANEOUS PERSONALTY CLAUSE - It is understood and agreed by and between the parties hereto that payment in Clause V.A. above includes, but is not limited to, payment for decks and sheds whether attached or not to the Mobilehome being acquired in this transaction.

H. GRANTOR RETENTION OF SPECIFIED IMPROVEMENTS - It is agreed that GRANTOR shall retain and remove the following items considered as realty: three 4-bar steel 6 foot wide custom made corral gates; and GRANTOR shall functionally replace the items so retained and removed with the following: suitable replacement 6 foot wide horse corral gates in the same size as the gates removed. It is understood and GRANTOR agrees that the value of the item retained, the cost of removal, and the functional replacement and cost of installation for said functional replacement are contemplated in the payment herein and GRANTOR acknowledges and agrees that no further payment of any kind will accrue.

I. GRANTOR GRACE PERIOD AND RENTAL - It is agreed that the GRANTOR shall have a 15 day grace period to occupy the Mobilehome and/or the horse corral on the Subject Property commencing on the day following the date of recording of the deed conveying title to the COUNTY. It is agreed that commencing on the day following the expiration of the grace period and thereafter, the COUNTY will rent either the Mobilehome and the parcel and/or the horse corral to the GRANTOR using the County Property Manager's standard form of Rental Agreement.

The rental rate for occupancy of the Mobilehome residence and parcel without the horse corral, following the grace period, shall be \$1,300 per month subject to all terms and conditions contained in said rental agreement, including the right of either party to cancel and terminate such rental agreement upon written notice as specified in said rental agreement. Said rental rate shall remain in effect for a period of one year, if the property is available for occupancy for that period, and subject to the right of the

COUNTY to establish a new rental rate after one year if the property remains available for rent.

The rental rate for occupancy of just the horse corral, following the grace period, shall be \$250 per month subject to all terms and conditions contained in said rental agreement, including the right of either party to cancel and terminate such rental agreement upon written notice as specified in said rental agreement. Said rental rate shall remain in effect for a period of one year, if the property is available for occupancy for that period, and subject to the right of the COUNTY to establish a new rental rate after one year if the property remains available for rent.

VI. GRANTOR RIGHTS AND OBLIGATIONS:

A. THIRD PARTY CLAIM INDEMNIFICATION – GRANTOR warrants that GRANTOR owns the Subject Property in fee simple, that GRANTOR has the exclusive right to grant the property rights and interests described in the Deed, and that there are no oral or written leases, licenses or other third party claims on all or any portion of the Subject Property exceeding a period of one month that would affect the COUNTY's full rights of title, or exclusive ownership of, the property rights and interests described in the Deed. GRANTOR covenants and agrees to indemnify, defend and hold harmless the COUNTY and its officers and employees, from and against any and all claims, damages, expenses, losses and costs (hereinafter collectively "Costs") whatsoever arising out of, or in any way related to any such third party claims.

B. PERMISSION TO ENTER – Upon GRANTOR's execution of this Agreement, GRANTOR immediately grants to the COUNTY, its agents and contractors, permission to enter upon and use the Subject Property prior to recordation of the Deed for purposes of preparation for and construction of any work or improvement within the scope of the Deed or this Agreement, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

C. HAZARDOUS WASTE – The GRANTOR hereby warrants and represents that the GRANTOR has no reason to believe that, with the exception of the existing leachline system, any hazardous waste, extremely hazardous waste, or hazardous substance (as those terms are defined in sections 25117, 25115, and 25316 of the California Health and Safety Code) has come to be located on, beneath or within any of the properties covered by the Deed or this Agreement. If GRANTOR ever becomes aware of the presence of any hazardous waste, extremely hazardous waste, or hazardous substance on, beneath, or within these areas, GRANTOR shall immediately so advise the COUNTY.

D. WARRANTY OF TITLE – GRANTOR hereby warrants and represents that (1) GRANTOR has sufficient title in the Subject Property to fully convey to the COUNTY all of the property rights and interests described in the Deed including the Mobilehome described herein, and (2) that GRANTOR's title in the Subject Property

shall not be compromised or transferred by any voluntary or involuntary transfer of any property interest, or the voluntary or involuntary creation of any lien, in the Subject Property to someone other than the COUNTY prior to the close of escrow.

VII. GENERAL TERMS AND CONDITIONS:

A. ESCROW – The COUNTY may open an escrow in accordance with this Agreement at an escrow company of COUNTY’s choice. Opening an escrow shall be at the COUNTY’s sole discretion and COUNTY may decide to process this transaction without the use of an escrow agent. However, if an escrow company is utilized, this Agreement constitutes the joint escrow instructions of COUNTY and GRANTOR, and the escrow company to whom these instructions are delivered, hereinafter referred to as the “Escrow Agent,” is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an Escrow Agent is utilized, as soon as possible after opening of escrow, COUNTY will deposit the executed Deed by GRANTOR, with Certificate of Acceptance attached, with Escrow Agent on GRANTOR’s behalf. COUNTY agrees to deposit the purchase price upon demand of Escrow Agent. COUNTY and GRANTOR agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction including all forms necessary to transfer ownership of the Mobilehome to COUNTY. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

(1) ESCROW AGENT DIRECTIVES – Escrow Agent is authorized to, and shall:

(a) Pay (and charge GRANTOR) for any prorated taxes, unpaid taxes and/or any penalties and interest thereon and for any assessments or bonds against that portion of GRANTOR’s real property subject to this transaction.

(b) Pay (and charge COUNTY) for any escrow fees, charges and costs payable under Paragraph V.D. of this Agreement.

(c) Comply with any Federal and State Tax Withholding requirements applicable to this transaction.

(d) Disburse funds and deliver Deed and title to the Mobilehome when conditions of this escrow have been fulfilled by COUNTY and GRANTOR.

(e) Following recording of Deed from GRANTOR, provide COUNTY with a CLTA Standard Coverage Policy of Title Insurance in the amount of

\$725,000 issued by First American Title Company showing that title to the real property interests described in the Deed is vested in COUNTY, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

(i) Items No. 1 through 8 of the preliminary title report issued by First American Title Company, dated June 12, 2012, referenced as File No. 4001-3610076.

Notwithstanding the foregoing, in no event shall the Deed be subject to, encumbered by, or take exception to any mortgage(s), deed(s) of trust, property taxes, assessments or any other monetary encumbrance.

(2) CLOSE OF ESCROW – Regardless of whether or not the COUNTY chooses to use an independent escrow agent to complete this transaction, the term "close of escrow", shall mean the date the necessary instruments of conveyance are recorded in the office of the County Recorder and submitted to Department of Housing and Community Development in accordance with this agreement. Recordation of instruments delivered through this escrow is hereby authorized. The parties agree that close of escrow should occur within 90 days of the COUNTY's execution of this Agreement and that this is a reasonable period of time for the close of escrow. In the event escrow does not close within said time period, GRANTOR and the COUNTY's Director of Public Works (or his designee) may agree in writing to an extension of this time.

B. TAX REPORTING AND WITHHOLDING – The Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), as amended by the Tax Reform Act of 1984, places special requirements for tax reporting and withholding on the parties to a real estate transaction where the transferor (Seller) is a non-resident alien or non-domestic corporation or partnership, or is a domestic corporation or partnership controlled by a non-resident or non-resident corporation or partnership. In accordance with the provisions of Section 1445 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated thereunder, Seller shall execute an affidavit under penalty of perjury setting forth Seller's name, address, federal tax identification number, and certifying whether Seller is a "foreign person" in accordance with the provisions of the Internal Revenue Code. Further, tax withholding may be required in accordance with the California Revenue and Taxation Code Section 18662. It is specifically understood and agreed by Seller that closing of this escrow is subject to, and contingent upon, deposit into escrow of a FIRPTA Affidavit of Non-Foreign Status and a California Form 593-C, Real Estate Withholding Certificate and associated required paperwork, completed and signed by Seller, and Escrow Agent is hereby authorized and instructed to withhold from Seller's proceeds amounts so required by these laws and to forward any amounts withheld to the appropriate taxing authority.

C. DEFAULT BY GRANTOR – In the event GRANTOR breaches this Agreement and does not convey to the COUNTY the property interests described in the

referenced Deed and this Agreement pursuant to the terms of this Agreement within a reasonable time, the COUNTY may file an action in eminent domain to pursue the acquisition of these property interests. In the event the COUNTY does file such an eminent domain action, this Agreement shall constitute a legally binding admission by GRANTOR and GRANTOR's successors and assigns of the following matters:

- (1) the date of valuation of the Subject Property shall be the date the COUNTY signed this Agreement;
- (2) that the sum of **SEVEN HUNDRED TWENTY FIVE THOUSAND DOLLARS** (\$725,000) constitutes the total amount of compensation and damages for the taking of the property interests described in the Deed and this Agreement, including all of the items listed in Section 1260.230 of the Code of Civil Procedure; and
- (3) the right of possession of the Subject Property granted the COUNTY under section VI.B. above shall remain in place until said eminent domain action is concluded through either a final judgment or dismissal.

Notwithstanding the foregoing, nothing in this Agreement shall affect any other rights the COUNTY may have as a result of GRANTOR's inability or failure to convey the referenced Deed and Mobilehome pursuant to the terms of this Agreement within a reasonable time, including, but not limited to, any rights the COUNTY may have to seek specific performance and/or damages.

D. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

E. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns. In the event the GRANTOR does convey the referenced Deed and Mobilehome to the COUNTY pursuant to the terms of this Agreement, the consideration set forth in this Agreement constitutes the entire consideration for the Deed and this Agreement, including all applicable compensation and damages related to the categories listed in Section 1260.230 of the Code of Civil Procedure.

F. COUNTY APPROVAL - This Agreement for the full acquisition of the Subject Property is at the request of the GRANTOR and is subject to and conditioned upon approval and ratification by the County of San Luis Obispo. This Agreement is not binding upon the COUNTY until executed by the appropriate COUNTY official(s) acting in their authorized capacity.

G. COUNTERPARTS – This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same document.

H. INTERPRETATION – Neither party shall be deemed the party which prepared this agreement within the meaning of California Civil Code section 1654. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.

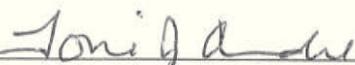
No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR: Donald and Toni Andre Family Trust

Dated: 7/19/12

By: 
Donald L. Andre, Trustee

Dated: 7/19/12

By: 
Toni J. Andre, Trustee

Signatures continue on next page.

GRANTOR: David and Donna Andre Family Trust

Dated: 7/18/12

By: David P. Andre
David P. Andre, Trustee

Dated: 7/18/12

By: Donna L. Andre
Donna L. Andre, Trustee

GRANTOR:

Dated: 7/19/12

By: Donald L. Andre
Donald L. Andre

Dated: 7/18/12

By: David P. Andre
David P. Andre

GRANTOR'S MAILING ADDRESS:

Donald J. and Toni J. Andre
3972 Hollyhock Way
San Luis Obispo, CA 93401

David P. and Donna L. Andre
2350 Los Osos Valley Road
Los Osos, CA 93402

COUNTY OF SAN LUIS OBISPO

Dated: _____, 2012

Chairperson of the Board of Supervisors
County of San Luis Obispo

ATTEST:
Julie L. Rodewald County Clerk-Recorder
and Ex-Officio Clerk of the Board of Supervisors
County of San Luis Obispo

Deputy Clerk

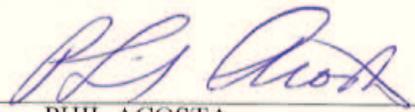
APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN
County Counsel

By: 
Deputy County Counsel

RECOMMENDED FOR APPROVAL:

Department of Public Works:
PAAVO OGRÉN
Public Works Director

By: 
PHIL ACOSTA
Right of Way Agent

COPY – (ATTACHMENT TO REAL PROPERTY TRANSFER AGREEMENT)

Recording requested by:
Public Works Department
County of San Luis Obispo
County Government Center, Room 207
San Luis Obispo, CA 93408

When recorded, return to:
County Clerk
County of San Luis Obispo
1055 Monterey Street, Room D120
San Luis Obispo, CA 93408

APN: 067-031-008 and -011 [San Luis Obispo County]

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue and
Taxation Code § 11922

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Donald L. Andre and Toni J. Andre, Trustees of the Donald and Toni Andre Family Trust under Agreement dated April 24, 2000, as to an undivided 50% interest, as to Assessor's Parcel Number (APN) 067-031-008; and David P. Andre and Donna L. Andre, Trustees of the David and Donna Andre Family Trust under Agreement dated October 15, 1999, as to an undivided 50% interest, as tenants in common, as to APN 067-031-008; and Donald L. Andre, a married man as his sole and separate property as to an undivided 50% interest, as to APN 067-031-011; and David P. Andre, a married man as his sole and separate property as to an undivided 50% interest, as to APN 067-031-011, hereinafter collectively referred to as "Grantor," do hereby GRANT to the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, its successors and assigns, hereinafter referred to as "County", the real property in the unincorporated area of Los Osos, County of San Luis Obispo, State of California as described and depicted in the attached Exhibit "A" incorporated herein by reference.

This Grant Deed may be executed in counterparts, each of which so executed shall, irrespective of its date of execution and delivery, be deemed an original, and all such counterparts together shall constitute one in the same instrument.

GRANTOR: Donald and Toni Andre Family Trust

Dated: _____

By: _____
Donald L. Andre, Trustee

Dated: _____

By: _____
Toni J. Andre, Trustee

COPY

Signatures continue on next page.

COPY – (ATTACHMENT TO REAL PROPERTY TRANSFER AGREEMENT)

GRANTOR: David and Donna Andre Family Trust

Dated: _____

By: _____
David P. Andre, Trustee

Dated: _____

By: _____
Donna L. Andre, Trustee

GRANTOR:

Dated: _____

By: _____
Donald L. Andre

Dated: _____

By: _____
David P. Andre

COPY – (ATTACHMENT TO REAL PROPERTY TRANSFER AGREEMENT)

Notary Acknowledgment

State of California)
County of _____)

On _____, before me, _____,

Notary Public, personally appeared Donald L. Andre, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____ (Seal)

Notary Acknowledgment

State of California)
County of _____)

On _____, before me, _____,

Notary Public, personally appeared Toni J. Andre, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____ (Seal)

COPY – (ATTACHMENT TO REAL PROPERTY TRANSFER AGREEMENT)

Notary Acknowledgment

State of California)
County of _____)

On _____, before me, _____,

Notary Public, personally appeared David P. Andre, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____ (Seal)

Notary Acknowledgment

State of California)
County of _____)

On _____, before me, _____,

Notary Public, personally appeared Donna L. Andre, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the **COUNTY OF SAN LUIS OBISPO**, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Grant Deed dated _____, 2012, from Donald L. Andre and Toni J. Andre, Trustees of the Donald and Toni Andre Family Trust under Agreement dated April 24, 2000, as to an undivided 50% interest, as to Assessor's Parcel Number (APN) 067-031-008; and David P. Andre and Donna L. Andre, Trustees of the David and Donna Andre Family Trust under Agreement dated October 15, 1999, as to an undivided 50% interest, as tenants in common, as to APN 067-031-008; and Donald L. Andre, a married man as his sole and separate property as to an undivided 50% interest, as to APN 067-031-011; and David P. Andre, a married man as his sole and separate property as to an undivided 50% interest, as to APN 067-031-011, Grantor therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 2012.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors
County of San Luis Obispo

County of San Luis Obispo
ATTEST:
Julie L. Rodewald County Clerk-Recorder
County of San Luis Obispo

Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:
WARREN R. JENSEN
County Counsel

By: _____
Deputy County Counsel

Dated: _____, 2012

COPY – (ATTACHMENT TO REAL PROPERTY TRANSFER AGREEMENT)

Notary Acknowledgment

State of California)
County of _____)

On _____, before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____ (Seal)

COPY – (ATTACHMENT TO REAL PROPERTY TRANSFER AGREEMENT)

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

ASSESSOR'S PARCEL NUMBER (APN) 067-031-008 :

Beginning at the most northerly corner of Lot 35, as said Lot 35 is shown upon the Map of the Subdivisions of the Ranchos Canada de Los Osos and La Laguna, San Luis Obispo County, filed for record in the Office of the County Recorder of said County of San Luis Obispo in Book A of Maps at Page 84, said most northerly corner being the most northerly corner of the parcel of land described and designated PARCEL 1 in the deed from Sinsheimer Bros. to Anderleé Company dated June 30, 1965 and recorded in the office of said County Recorder in Book 1356 of Official Records at Page 545, and running thence along the northwesterly boundary line of said Lot 35, said northwesterly boundary line being the northwesterly boundary line of said parcel of land designated PARCEL 1, the following two courses, namely: South 51° 31' West 594.00 feet to a 1-3/8 inch iron pipe (tagged R.E. 6923) and South 18° 16' West 2688.24 feet to a 3/4 inch iron pipe (tagged R.E. 6923) marking the most westerly corner of said parcel of land designated PARCEL 1; thence South 75° 19' East along the southerly boundary line of said parcel of land designated PARCEL 1, a distance of 428.54 feet; thence North 18° 28' East 673.59 feet; thence North 18° 16' East 1354.57 feet; thence North 34° 17' East 929.55 feet to a point in the northeasterly boundary line of said Lot 35, said northeasterly boundary line being the northwesterly boundary line of the parcel of land described and designated PARCEL 2 in said deed dated June 30, 1965; thence North 38° 29' West, along the northeasterly boundary line of said Lot 35, a distance of 431.45 feet, more or less, to the point of beginning and being a portion of said Lot 35.

TOGETHER WITH

ASSESSOR'S PARCEL NUMBER (APN) 067-031-011

That portion of Lot 35 of the Subdivisions of the Ranchos Canada de Los Osos and La Laguna, in the County of San Luis Obispo, State of California, according to map filed for record in Book A, at page 84 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwesterly corner of said Lot, being designated on said map as "Post S.45"; Thence along the Southerly line of said Lot, South 76° 35' 13" East, 754.22 feet; Thence North 9° 15' 00" East, 3166.76 feet to the most Northerly corner of said Lot 35; Thence along the boundary of said Lot, South 50° 15' 00" West, 594 feet to an angle point and South 17° 00' 00" West, 2688.24 feet to the Point of Beginning.

Foregoing description compiled from record information by Douglas A. Rion, PLS 8546
May 16, 2012



Douglas A. Rion
5/22/12

EXHIBIT A PAGE 1 OF 2

COPY - (ATTACHMENT TO REAL PROPERTY TRANSFER AGREEMENT)

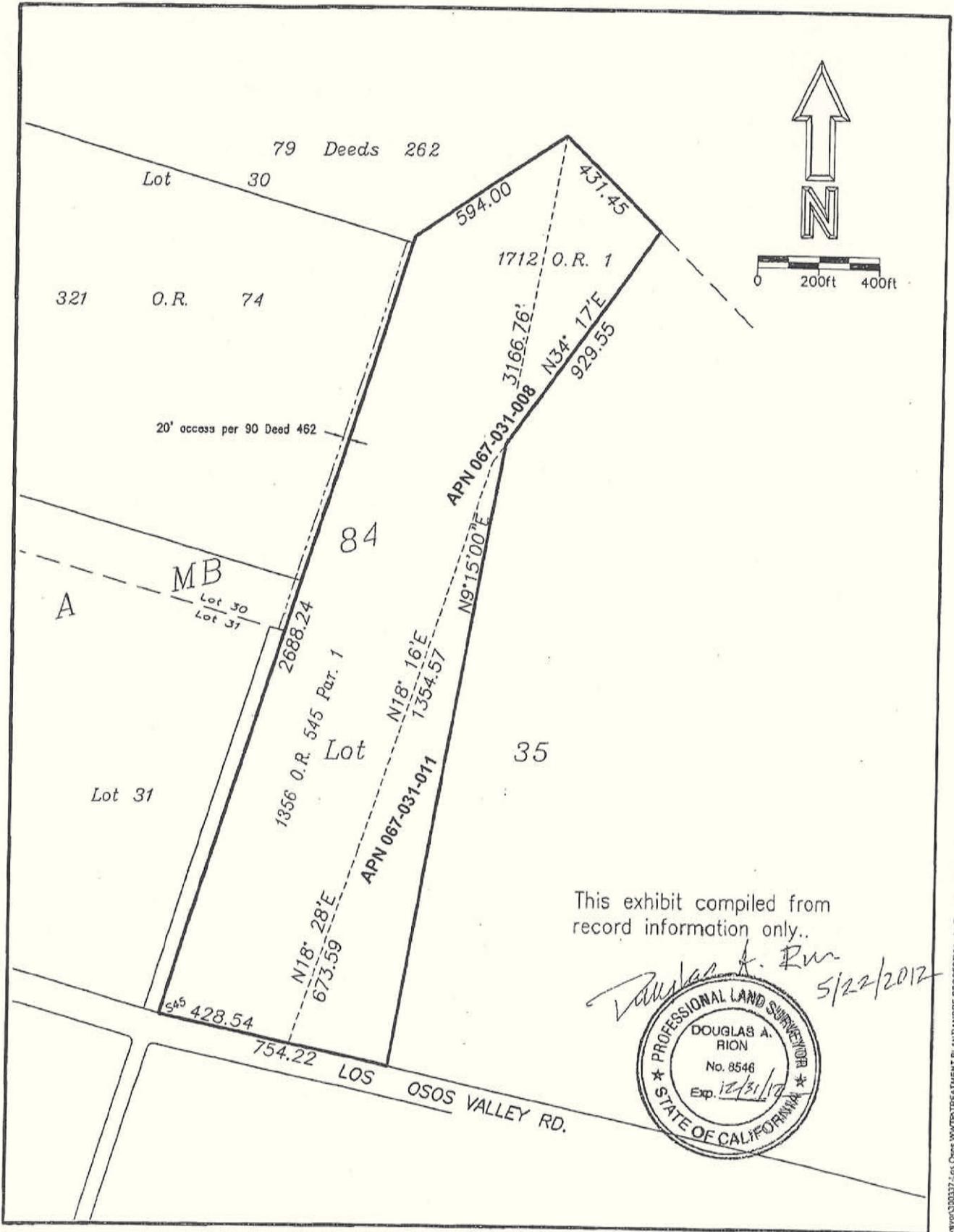


EXHIBIT A PAGE 2 OF 2

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